

Product Licence Schedule

Digital Media Investigator (DMI) Programme

Ref. no.: PL-F-102

Version: 2.0

Date: December 2020

Product Licence Schedule: Digital Media Investigator (DMI) Programme

1. Introduction

- 1.1 This product licence schedule forms part of the College of Policing's (the "Licensor's") consolidated licence. It articulates the terms and conditions which relate specifically to this Product but **must** be read in conjunction with the consolidated licence. A copy of the consolidated licence can be found at:
www.college.police.uk/About/Copyright_Licensing/Pages/default.aspx
- 1.2 A list of all the Licensor's licensed products (and licence fees for organisations who are not a Home Office Police Force) as well as Product Licence Schedules for each Product is published online. Licensees are also able to refer to our online Licensed Product and Licensees Register to check whether their organisation has a consolidated licence and which products they are licensed to use/deliver at:
www.college.police.uk/About/Copyright_Licensing/Pages/default.aspx
- 1.3 Responsibility for this Product (the 'Digital Media Investigator (DMI) Programme') sits within the Licensor's Crime & Criminal Justice Faculty.
- 1.4 For enquires regarding this Product please contact: Sarra Fotheringham, Policing Standards Manager for Digital and Cyber, Crime and Criminal Justice Faculty, College of Policing, Ryton-on-Dunsmore, Coventry, CV8 3EN. Email:
Sarra.Fotheringham@college.pnn.police.uk
- 1.5 For enquiries about licensing please contact the Copyright and Licensing team at:
Copyright&Licensing@college.pnn.police.uk

2. Background

- 2.1 As part of the review of Digital Training the Licensor has updated the existing DMI Programme to ensure it meets the future needs of policing.
- 2.2 Learners will undertake a pre-course e-learning module followed by a core learning module, a minimum 6 months' professional development portfolio concluding or incorporating a 2-day hydra exercise.
- 2.3 The programme will equip officers with the knowledge, understanding, skills, attitudes and behaviours required when performing the role of a Digital Media Investigator (DMI).
- 2.4 Successful completion of all the DMI modules will enable investigators to attain certification as a DMI Officer. Those officers/investigators who require recognition as a DMI will be required to successfully complete all the relevant modules.

- 2.5 **DMI Core Learning module:** The purpose of this module is to develop the knowledge and skills required to operate as a DMI. On successful completion learners will be able to undertake the role of a DMI for policing purposes. It provides the core learning essential to the role of the DMI and includes the identification and development of appropriate investigative strategies, working with partner agencies, safeguarding, developing the digital investigative opportunities within an investigation, the importance of evidence & disclosure & identifying risk and threat.
- 2.6 **Professional Development Portfolio:** This module is designed to build on the knowledge and skills developed in the DMI Core Learning module to enable DMIs to be able to perform the role of Digital Media Investigator in investigations (including homicide and public protection). The module covers the development of a digital strategic with an SIO for a major crime investigation, the digital forensic strategy, working with the Digital Forensic Department, deployment of a DMI to a crime scene if appropriate, local policies and the role of subject matter expert in an investigation.
- 2.7 **2-Day Hydra Module:** This module is designed to build on the knowledge and skills developed in the DMI Core Learning modules to enable DMI's to be able to perform the role of Digital Media Investigator in investigations and proactive cases. It covers the strategic, tactical and risk elements essential for criminal investigations including serious and organised crime. Threat and risk, safeguarding and how internal and external specialists and organisations can assist. For those DMIs engaged in counter terrorism investigations, the phrase 'serious and organised crime' can be exchanged for the phrase 'counter terrorism' throughout this module specification.

3. **Licensed Purpose**

- 3.1 Subject to the licence terms, this Licence enables the Licensee to deliver the Product to the Permitted Audience.

4. **Licensed Resources (as updated from time to time)**

- 4.1 Digital Media Investigator Programme resources:
- 4.1.1 DMI Programme Specification
 - 4.1.2 Learning Outcomes
 - 4.1.3 Trainer resources via the College's MLE
 - 4.1.4 Workplace Assessment Package

5. Access to Licensed Resources

- 5.1 The above licensed resources can be accessed on the Licensor's Managed Learning Environment (MLE) provided by the Licensor's Digital Services team. Alternatively, where the Licensee is not a Home Office Police Force and does not have corporate access to the MLE, the Licensee:
- may, provided they have the technical capability to access the MLE, be granted up to four MLE accounts for the Licensee's Managers/Trainers/ Practitioners to access the licensed resources under their Licence. The Licensee should provide the names, job titles and official email addresses of its staff requiring access via the Permission Request Form; or
 - where they do not have the technical capability to access the MLE and where appropriate, they can request the resources directly from the Licensor (see section 1.4 for contact details).
- 5.2 Access to the Product will be granted once the Licensor has received notification from a Licensee that they have read, understood and shall comply with the DMI product licence schedule terms, including the delivery requirements and the generic licence terms.

6. Government Security Classifications (GSC)

- 6.1 The licensed resources in this Product are classified as OFFICIAL under the Government Security Classifications and are to be handled accordingly.

7. Confidentiality and Security

- 7.1 The licensed resources in this Product are designated as Confidential Information and must be treated as confidential and safeguarded accordingly (consolidated licence clause 5 refers).

8. Product enquiries and requests for disclosure under the Freedom of Information Act (FOIA) and Criminal Procedures and Investigations Act (CPIA)

- 8.1 All enquiries relating to this Product must be referred to the Licensor promptly.
- 8.2 Licensees who are subject to requests for disclosure under FOIA or CPIA are required to consult the Licensor before disclosing any of the Licensor's Products which are either classified as OFFICIAL-SENSITIVE or above under the GSC or contain police tactics and must use all reasonable endeavours to secure exemptions from disclosure.

9. Licence Term

- 9.1 The licence term for this Product ends on 31 March 2021.

10. Licence Fees

- 10.1 There is no licence fee for Home Office Police Forces to use this Product.
- 10.2 An annual licence fee of £515 applies with effect from 1 July 2020 to Licensees who are not Home Office Police Forces.
- 10.3 Any support required by the Licensee to use/deliver this Product will be charged at a daily rate to be agreed by both parties.

11. Use in Own Products

- 11.1 Clause not used.

12. Use of Licensor's Logo

- 12.1 The Licensee may use the College of Policing logo in association with their use of this Product in accordance with the Licensor's brand identity manual.
- 12.2 Permission to use the logo is not transferable to other parties and the logo may not be used in a manner which might imply that the Licensee's product(s) are endorsed by the Licensor as meeting any standard. Example of acceptable wording is, 'Courses are delivered in accordance with the College of Policing's licensed learning standards and materials'.
- 12.3 Use of the logo must not reduce or diminish the reputation, image and prestige of the Licensor.
- 12.4 Permission to use the logo may be withdrawn at the Licensor's absolute discretion and with immediate effect when written notice is served by post, email or in person.

13. Permitted Audience

- 13.1 Where the Licensee is a Home Office Police Force, the Product may also be used to provide training to other Home Office Police Forces personnel including Specials, PCSOs and Police Support Volunteers.
- 13.2 Where the Licensee is not a Home Office Police Force, the Product may only be used to provide training to its Internal Staff on a non-commercial basis, except as expressly authorised under the Licence.

- 13.3 Licensees must obtain prior written approval from the Licensor to extend the Permitted Audience, whether on a commercial or non-commercial basis by submitting a [Permission Request Form](#).

14. Commercial Use

- 14.1 Where the Licensee is a Home Office Police Force, the Licensee is permitted to cross-charge other Home Office Police Forces up to Full Cost for the delivery of services utilising the Product to the Permitted Audience.
- 14.2 Where the Licensee is not a Home Office Police Force, the Product may only be used to provide training to its internal staff on a non-commercial basis.
- 14.3 Except as permitted above this Product may not be used to generate income without the Licensor's prior written permission.

15. Sharing/Outsourcing

- 15.1 Except as permitted in this Licence this Product may not be shared with third parties without the Licensor's prior written permission.

16. Adapting/Modifying

- 16.1 This Product (excluding e-learning and any other digital content produced by the Licensor including videos, audio files, games, animations) may be marginally adapted for local contextualisation purposes thereby creating a local version of the Licensor's Product.
- 16.2 Where the Product has been marginally adapted Licensees may continue to use the Licensor's logo/branding (and add their own logo if they choose) but must mark the new materials as being modified from the Licensor's original materials and acknowledge that these materials are not accredited by the Licensor.
- 16.3 Modified versions of the Product may only be used for the original Licensed Purpose and Permitted Audience.
- 16.4 The Licensor does not accept responsibility for any modifications or any change to the meaning of the Product as a result of any modification.
- 16.5 Licensees may not re-purpose or make changes (except contextualisation changes as described in clause 16.1) to the Product without the Licensor's prior written approval.

17. Product Improvements

- 17.1 Where the Licensee identifies any product improvements, including areas where the licensed resources are out-of-date or incorrect, these should be told to and shared with the Licensor (see section 1.4 for contact details).
- 17.2 The Licensor will submit proposed changes to the DMI Programme working group which will review and agree any changes, subject to College approval.
- 17.3 Any product improvements for the Hydra elements should be communicated to and shared with the Licensor's Hydra team via the Licensor's Copyright and Licensing team (see below paragraph on Permission Requests).

18. Supplementary Materials

- 18.1 Any additional materials created or used by the Licensee to supplement the Product cannot be validated or endorsed by the Licensor.

19. Permission Requests

- 19.1 Licensees shall request permission to use this Product outside these licence terms by submitting a **Permission Request Form** to the Copyright and Licensing team at: Copyright&Licensing@college.pnn.police.uk, at least 14 days before contract and/or commencement.

20. Territory

- 20.1 Where the Licensee is a Home Office Police Force, this Product may only be used within England and Wales. For the avoidance of doubt, this excludes the States of Guernsey, Jersey and the Isle of Man.
- 20.2 Where the Licensee is not a Home Office Police Force, this Product may only be used within the Licensee's Official Business Premises.

21. Police Service Quality Management System (PSQMS)

- 21.1 The PSQMS is the Licensor's online software application used to manage quality assurance in line with the national policing curriculum. Where the Licensee is required to undertake a self-assessment to demonstrate to the Licensor that it meets the required standards set by the Licensor, the Licensor hereby grants the Licensee a licence to access and use the PSQMS solely for this purpose.

- 21.2 Guidance materials to support the use of the PSQMS and Terms of Use can be obtained from: PSQMS.Enquiries@college.pnn.police.uk
- 21.3 The PSQMS is hosted on the secure police CJX system via: <https://psqms.college.police.uk> and on the internet via: <https://psqms.ncalt.com>

22. Quality Criteria and Delivery Standards

- 22.1 The learning standards for the Product are defined in the national policing curriculum (NPC). The national policing curriculum is supported by a wide range of management and trainer resources, including where appropriate programme specifications and trainer guides. Licensees shall ensure they are using the latest versions of these documents. These are accessible from the Managed Learning Environment (MLE): <http://mle.ncalt.pnn.police.uk>
- 22.2 Where the Licensee is a Home Office Police Force, Licensees shall monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme. Further information on the Scheme can be obtained from: PSQA.Enquiries@college.pnn.police.uk
- 22.3 A copy of the Police Service Quality Assurance (PSQA) Scheme handbook is accessible from Managed Learning Environment (MLE): <http://mle.ncalt.pnn.police.uk>
- 22.4 Where the Licensee is not a Home Office Police Force, the Licensee may either monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme or apply their own quality assurance process to ensure the integrity of the Product and any delivery requirements specified in this Licence. Licensees may be required to evidence their quality assurance processes on receipt of a request for such from the Licensor or an authorised representative.
- 22.5 The Licensor may require Licensees to participate in national PSQA audits. If this Product is selected for auditing, the Licensee shall co-operate with the Licensor in conducting the auditing exercise and undertakes to ensure that its staff comply with its obligations under this clause.
- 22.6 Use or delivery of the Product shall be in accordance with the relevant programme handbook or programme specification. For the avoidance of doubt, this Licence shall take precedence over the handbook and any supplementary guidance documents.
- 22.7 Additional requirements for delivering the course are specified in Appendix A.

- 22.8 In accordance with consolidated licence clause 4.1.9 the Licensor has access at all reasonable times to oversee the Licensee's use of the Product to ensure compliance of the current delivery standards and licence terms.

23. Prior Experience, Pre-requisite and/or Co-requisite Learning

23.1 DMI Core Learning Module – mandatory requirement

23.1.1 Pre-requisite Requirement:

- a) The Licensee should put in place a suitable evaluation of prospective delegates as per the programme specification prior to authorising their acceptance to the Programme.

23.1.2 Co-requisite Learning:

- a) DMI MLE E-Learning Module should be completed with a minimum pass mark of 80%.

23.2 Professional Development Portfolio

23.2.1 Co-requisites:

- a) DMI MLE E-Learning Module should be completed with a minimum pass mark of 80%.
- b) Attendance and completion of DMI Core Learning Module.

23.2.2 Post-Requisites:

- a) Registration on the National DMI Register.
- b) Evidence of continued Professional Development via local PDR.

23.3 2-Day Hydra Module

23.3.1 Co-requisites:

- a) DMI MLE E-Learning Module should be completed with a minimum pass mark of 80%.
- b) Attendance and completion of DMI Core Learning Module.
- c) In the process of completing or successful completion of Professional Development Portfolio.

23.3.2 Post-Requisites:

- a) Registration on the National DMI Register.
- b) Evidence of continued professional development via local PDR.

APPENDIX A – Additional Delivery Requirements for delivering DMI Programme

Additional delivery requirements

- A.1 At least one of the Licensee's trainers delivering the course must be qualified to Level 4 on the Qualification and Credit Framework (QCF) and be present in the classroom/learning environment during programme delivery. The Police Sector Standards for trainers and assessors are available on the College website at:
- http://www.college.police.uk/What-we-do/Standards/Documents/Trainer_Standard.pdf
 - http://www.college.police.uk/What-we-do/Standards/Documents/Assessor_Standard.pdf
- A.2 Each course must have a minimum of one appropriately trained and occupationally competent trainer and one appropriately trained and occupationally competent Subject Matter Expert dedicated to each respective delivery.
- A.3 Licensees delivering the DMI hydra module have access to a licensed Hydra Suite with appropriate facilities including a classroom capable of accommodating 8 or more delegates and syndicate rooms.
- A.4 Licensees delivering the DMI Hydra must have access to a licensed hydra suite running Hydra in The Cloud.
- A.5 The Licensee's facilitator delivering the Hydra exercises must be a trained facilitator, competent to deliver the DMI Hydra simulation (having ideally previously observed or facilitated the scenario) and shall have attended the College's Hydra Facilitators course.
- A.6 Licensees approved to deliver the DMI core learning module must deliver a minimum of one course per financial year.
- A.7 To facilitate consolidation of student learning it is recommended that there should be a period of 6 months professional development portfolio between the DMI core learning module and the DMI Hydra module.
- A.8 Licensees must ensure that Learners meet the following minimum entry requirements for the programme: police officers, police staff and law enforcement personnel who have successfully completed the MLE pre-learning module at 80% or above and have been selected by their organisation to carry out the role of Digital Media Investigator (DMI).

- A.9 There is a commitment for DMI Programme Trainers and/or trainer SMEs to engage and attend the quarterly DMI Programme Working Group hosted by the College which is aimed at 'one standard of delivery'. Trainers and DMI trainer SMEs should attend a minimum of two a year. DMI Programme Working group is a good forum to collectively share good practise and evidence items to improve the product to feed into the curriculum team.